

# TRANSPORTATION CORPORATION OF AMERICA

P. O. BOX 218 CHICAGO HEIGHTS, ILLINOIS 60411

TELEPHONES:  
Chicago-568-5000  
Chicago Hts.-757-5900

June 30, 1978

Interstate Commerce Commission  
Recordation Clerk  
Room 1211  
12th & Constitution Ave., N.W.  
Washington, D.C. 20423

RECORDATION NO. 9241-A Filed & Recorded

JUL 11 1978 -9 30 AM

INTERSTATE COMMERCE COMMISSION

Gentlemen:

Enclosed for recordation under the provision of Section 20 (c) of the Interstate Commerce Act, as amended, are five (5) copies of Rider No. 01057802 dated 6/30/78 to Lease No. 010578 Recordation #9241 between Transportation Corporation of America and Minnesota Dakota and Western Railway Company. The car numbers involved in the equipment which is the subject of the enclosed document are as follows: 100 Bulkhead Flat Cars Numbered MD&W 1100-1199.

The names and address of the parties hereto are as follows:

"Mortgagor: Transportation Corporation of America  
Post Office Box 218  
Chicago Heights, Illinois 60411"

The undersigned is the Vice President-Finance of Transportation Corporation of America and has knowledge of the matters set forth within the enclosed documents. Kindly record and thereafter return to Transportation Corporation of America, P.O. Box 218, Chicago Heights, Illinois 60411, or its agent the remaining three copies of the enclosed document, marked "Recorded".

Attached hereto is a remittance in the sum of \$10.00 covering the required Recording Fee.

Very truly yours,

Transportation Corporation of America

By: S. D. Christianson  
S. D. Christianson  
Vice President-Finance

SDC/jmc  
Enclosures

8-192A006

Date JUL 11 1978  
Fee \$ 10

CC Washington, D. C.

OFFICE OF THE CHAIRMAN  
PUBLIC INFORMATION  
OFFICE

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RECEIVED  
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I.C.C.  
FEE OPERATION BR

TRANSPORTATION CORPORATION OF AMERICA

RIDER NO. 01057802

RECORDATION NO. 9241-A Filed & Recorded

TO TCA LEASE NO. 010578 dated January 20, 1978

JUL 11 1978 -9 20 AM

MINNESOTA COMMERCE COMMISSION

IT IS HEREBY AGREED THAT, effective June 30, 1978, this second Rider shall become a part of TCA LEASE NO. 010578 supercedes Rider No. 01057801 recordation No. 9241, dated February 16, 1978, between TRANSPORTATION CORPORATION OF AMERICA and the MINNESOTA DAKOTA AND WESTERN RAILWAY COMPANY dated January 20, 1978, and the cars described herein shall be placed in MINNESOTA DAKOTA AND WESTERN RAILWAY COMPANY service, subject to the terms and for the rental set forth below:

CAR INITIAL AND NUMBERS:	MD&W 1100 -1199 both inclusive
CAR OWNER'S MARKS:	TRANSPORTATION CORPORATION OF AMERICA, OWNER AND LESSOR: CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, MORTGAGEE
CLASS OF CAR:	61'1½" Bulkhead Flat Cars (56'8")
NUMBER OF CARS:	100
TRUCK CAPACITY:	100-Ton
BASE RENTAL:	\$480 per month
DELIVERY PERIOD:	First Quarter, Second, and Third Quarters, 1978
DELIVERY POINT:	International Falls, Minnesota
COMMODITY SERVICE:	Forest Products
ESCALATION OF MAINTENANCE:	Commencing with the 13th month, maintenance will be escalated in direct proportion to the published AAR Interchange rate. The base rental rate will increase \$1.20 per car, per month, for each 1 percent or fraction thereof increase of the AAR rate over the \$25.47 per hour rate in effect at January 1, 1978.
FRA INSPECTION:	Any inspection charges resultant from FRA requirements are not covered by this lease and are for the account of the LESSEE.
TERM AND LOADING:	

A. This Agreement shall remain in full force until it shall have been terminated as to all of the Bulkhead Flat Cars as provided herein. The term of lease with respect to all of the Bulkhead Flat Cars described in this Rider shall be for fifteen (15) years commencing upon the date when all Bulkhead Flat Cars on such Schedule have been delivered as set forth in Sections 2 & 3 (page 1 and 2) of this Lease.

B. If this Agreement has not been earlier terminated and no default has occurred and is continuing, it shall automatically be extended for not more than five (5) consecutive periods of twelve (12) months each with respect to all of the Bulkhead Flat Cars described on each Schedule; provided, however, Lessor or Lessee may terminate this Agreement as to all, but not fewer than all, of the Bulkhead Flat Cars on any such Schedule by Written Notice delivered to the other not less than twelve (12) months prior to the end of the initial Lease term or any extended Lease term.

C. Lessee shall give preference to Lessor and shall load the Bulkhead Flat Cars leased from Lessor prior to loading Bulkhead Flat Cars leased from other parties or purchased by Lessee subsequent to the date of this Agreement or interchanged with railroads; provided, however, that this shall in no event prevent or prohibit Lessee from fulfilling its obligations to provide transportation and facilities upon reasonable request therefor to shippers on its railroad tracks, and provided further, Lessee shall not have to provide Lessor Bulkhead Flat Cars priority at the expense of unreasonably disrupting Lessee's normal operations.

#### RENT:

D. Rent payment and collection  
Monthly rental payments shall be payable on the tenth day of each calendar month. Lessor and Lessee recognize and agree that since car hire settlements and payments are approximately 90 days in arrears, the first monthly payment will be due on the tenth day of that month immediately following 90 elapsed days from delivery of the last Car(s) covered by this Rider. Lessor is entitled to all car rental payments on Cars covered by this Rider remitted to the Lessee subsequent to the termination of this Rider.

Lessor is to be compensated for the delay in receipt of initial payment by withholding from Lessee's share of payments as specified in Paragraph E (ii) all monies until a sum of \$3,200 has been reached, which sum shall be considered the full and total compensation for the delay of the initial payment.

E. Rent computation  
Lessee agrees to pay the following as rent to Lessor for the use of the Cars.  
Lessor agrees to accept the following as rent on the Cars.

(i) Lessor shall receive monthly all payments made to Lessee by all railroad companies for their use of handling of the Cars, including but not limited to mileage charges, straight car-hire payments and incentive car-hire payments (all of which payments made to Lessor are hereinafter collectively referred to as "payments").

(ii) In the event payments received under Paragraph E (i) exceed Lessor's Base Rental in any calendar year, Lessor shall retain an amount equal to the Lessor's Base Rental plus an amount equal to one-half of the payments earned in excess of the Lessor's Base Rental. The balance of the payments shall be refunded to Lessee.

(iii) The rental charges payable to Lessor by Lessee shall be paid from the payments received by Lessee in the following order until Lessor receives the amounts due it pursuant to this section: (1) straight car-hire payments; (2) mileage charges; and (3) other. Such rental charges shall not be cumulative from year to year.

(iv) In the event damage or destruction of a Car has been reported in accordance with Rule 7 of the AAR Car Service and Car Hire Agreement Code of Car Hire Rules--Freight and the appropriate amount due as a result thereof is received by Lessor, said damaged or destroyed Car will be removed from the coverage of this Agreement as of the date that payment of car-hire payments ceased.

F. The calculations required above shall be made annually. Any amounts payable to the Lessee by the Lessor pursuant to Paragraph E shall be paid promptly following such calculation. The account will be reconciled each calendar year on December 31.

#### TERMINATION:

G. In the event utilization in any calendar quarter is less than Lessor's Base Rental, Lessor may, at its option and upon not less than 30 days prior Written Notice to Lessee, terminate this Agreement as to such Cars as Lessor shall determine; provided Lessee shall have the option at the Lessee's sole discretion to pay Lessor a sum of money equal to the rent lost by Lessor as a result of the Car's failing to maintain said utilization rate and Lessor shall after such payment not terminate this Agreement until such time as the utilization rate at the end of a subsequent quarter is less than Lessor's Base Rental.

H. Lessor may, at its option, terminate this Agreement if the Interstate Commerce Commission shall, at any time, issue an order reducing car-hire rates. Lessor or Lessee may, at its option, terminate this Agreement if the Interstate Commerce Commission shall determine that Lessee may not apply its car-hire receipts in payment of the rental charges set forth in this section. Lessee may, in any event, terminate this Agreement if for any reason governmental regulations or orders prohibit the Lessee from making the payments described above.

I. If Lessee gives Lessor notice of a strike at their loading points, this Agreement shall not be terminated unless the utilization rate computed for a three-month period commencing one month after the strike occurs shall be less than Lessor's Base Rental and the Lessee does not choose to exercise its option as provided in Termination Paragraph G, provided Lessee will use its best efforts to obtain maximum utilization during the period of any such strike. In computing such utilization rate, Lessor may terminate this Agreement after giving the Lessee the right to exercise its option under Termination Paragraph G if at any time following the strike date until the strike terminates, the number of days that the Cars have not earned hire payments on foreign railroads is such as to make it mathematically certain that the utilization cannot be equal to or greater than the Lessor's Base Rental.

IN WITNESS WHEREOF, the officers hereto have caused this instrument to be executed and their corporate seals hereto affixed and duly attested, as of the 20th day of January, 1978.

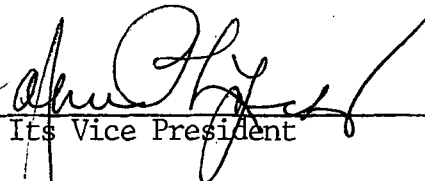
(Corporate Seal)

TRANSPORTATION CORPORATION OF AMERICA (LESSOR)

ATTEST:

  
Assistant Secretary

By:

  
Its Vice President

(Corporate Seal)

MINNESOTA DAKOTA & WESTERN RAILWAY COMPANY (LESSEE)

ATTEST:

  
Assistant Secretary

By:

  
Its Vice President